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DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA WOODS

THIS DECLARATION is made this ____ day of _____, 2014 by **KVS Land Development, L.L.C.**, an Iowa limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of certain property situated in Polk County, Iowa, which is more particularly described as:

Lots 1 through 23 in Bella Woods, an Official Plat, located in Polk County, Iowa ("Property"); and,

WHEREAS, Declarant desires to provide for the preservation of values and of amenities said Property; and to this end, desires to subject the Property to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any rights, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- A. **"Covenants" or "Declaration"** shall mean this Declaration of Covenants, Conditions, and Restrictions for Bella Woods, as filed for record in the Office of the Recorder for Polk County, Iowa.
- B. **"Declarant"** shall mean and refer to KVS Land Development, L.L.C., or its successors, or assigns.
- C. **"Lot"** shall mean and refer to Lots 1 through 23 within the Plat.
- D. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Bella Woods other than streets.
- E. **"Plat"** shall mean and refer to the real property described as Bella Woods, an Official Plat located in Polk County, Iowa.

ARTICLE II

GENERAL RESTRICTIONS AND COVENANTS RELATING TO LOTS WITHIN THE
PLAT

- A. Each Lot shall be used exclusively for single family residential purposes.
- B. No advertising signs, bill boards, including signs of any nature, kind or description that identify, advertise, or in any way describe the existence or conduct of a home occupation, or any unsightly objects or nuisances shall not be displayed on any Lot; provided, however, that an Owner shall be entitled to display one (1) "for sale" sign of standard and customary size and materials in connection with attempts by the Owner to market a Lot. Nothing in this Article shall affect the rights of Declarant.

Declarant, however, reserves the right to maintain the improvements on one or more Lots as a model or as a sales and display office for itself or for its sales agents or assigns; to display or post signs of any type of size which are a part of the development and marketing of the development or houses for sale; and, to have agents and employee equipment and material on any Lot used for a model or sales office.

- C. No home occupation shall be conducted or maintained on any Lot other than one which is incident to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nor shall the premises be used in any way for any purpose, which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots or dwellings.
- D. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot except satellite discs may be attached to the residence that do not exceed 36" in diameter and are not located on the front of the residence.
- E. No repair of any boat, automobile, motorcycle, truck, camper or similar vehicle requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot except during actual building operations.
- F. No boat, snowmobile, recreational vehicle, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any Lot (other than in an enclosed structure) for more than seven (7) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading, excavating equipment, commercial vehicles, trucks, truck tractors, or semi-tractors/trailers shall be parked, stored, kept or maintained in any yards, driveways or streets. However, this section shall not apply to pick-up trucks or other sport utility vehicles (suv). In addition to the foregoing, trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.
- G. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or trash container shall be permitted unless completely screened from view, except for trash pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside the dwelling, except when in actual use. No garbage, refuse, rubbish, or cutting shall be deposited on any street, road or Lot. Only retractable or collapsible clothes lines are permitted. Such clothes lines shall be located in the rear yard area and not visible from the street. All clothes lines shall be retracted or collapsed when not in use. Produce or vegetable gardens shall be located in the rear yards only and not be any larger in size than $\frac{1}{4}$ of the rear yard area, excluding any easement areas.

- H. Any dog run or dog house must be constructed up against the house in the rear yard and must be screened from neighbors' view.
- I. The Owner of each Lot shall keep the same free of weeds and debris. No grass, weeds, shrubs, trees, or other vegetation will be allowed to remain on any Lot that constitutes an actual or potential public nuisance, creates a hazard or undesirable proliferation or detracts from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth, concrete remains, or any waste materials, brush, or any other debris.
- J. No temporary structure, trailer, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.
- K. Below grade swimming pools shall be allowed. Proper fencing surrounding the pool must be installed as per the building code. Above ground swimming pools shall not be allowed.
- L. Exterior lighting installed on any Lot shall either be indirect or such a controlled focus and intensity as not to disturb the resident of adjacent Lots. All dwellings must have a minimum of one light in the front yard for up lighting.

ARTICLE III

RESTRICTIONS AND COVENANTS RELATING TO SITE DEVELOPMENT

AND LANDSCAPING

- A. No fences, walls, hedges or barriers shall be permitted upon or adjoining Lot lines except as follows:
 - 1. Walls, fences and hedges not exceeding six (6) feet in height are permitted along rear Lot lines and side Lot lines behind the centerline of the house built on a Lot.
 - 2. The fence material shall be mounted on the exterior face of the fence posts.
 - 3. Approved fencing material shall be limited to the following: black vinyl chain link, black wrought iron/aluminum, brick or stone.
 - 4. In no event shall wood fencing be allowed, and no fencing shall be allowed into any trees or wooded areas on a Lot.

B. All parking and drives shall be hard-surfaced using Portland cement, brick pavers or stamped/colored concrete.

C. All landscaping shall be completed within one year from the completion of the dwelling and shall include at a minimum the following:

1. All Lots are to have an underground irrigation system for all of the front and side yards, and a minimum of ten (10) feet of coverage from the rear of the dwelling in the back yard.

2. All yards are to be fully sodded as soon as weather permits after completion of the dwelling, except for wooded areas.

3. All Lots shall have at least one red maple or red fall leaf in the front yard, and shall have a minimum of ten (10) bushes, and flowers in the front with rock and/or mulch bedding.

ARTICLE IV

RESTRICTIONS AND COVENANTS RELATING TO BUILDING STANDARDS

Good aesthetic design is a very important covenant for residences within the Plat. The highest standards of architectural quality are encouraged.

A. Criteria and Guidelines:

1. Exterior foundations exposed above finish grade, which are not faced with brick or stone, must be painted.

2. Vinyl or steel sidings shall not be allowed. LP Smart Side and Concrete Fiber Cement are acceptable siding materials.

3. Roof materials shall be a minimum of 30 year warranty architectural grade shingles. Wood shakes, wood shingles, slate or concrete barrel tile are also allowed.

4. Exterior paint colors must be earth tone or neutral colors.

5. All dwellings shall have at least a three car attached garage.

6. A minimum of thirty percent (30%) of the front elevation of all dwellings must be of stone or brick veneer. All dwellings must have one or more front elevation architectural features such as a front porch, shake or stucco siding, corbels and/or frieze board.

7. Any additional storage shed, outbuildings or detached structure, shall be constructed of similar materials and of the same roof pitch and shingles as the residence and

must be located in the rear yard of the residence. Temporary sheds, metal sheds or any structure that does not fit in with the neighborhood will not be allowed.

8. No prefabricated, mobile home, modular home, pre-built home, or any type of home brought to the Lot by truck or trailer, substantially constructed and set upon the Lot by crane or otherwise will be allowed within the Plat. The preceding sentence does not intend to disallow the use of prefabricated roof trusses, components, or panelized sections of a home constructed off-site.

B. Dwellings shall have a minimum square footage as measured to the exterior wall face of the finished air-conditioned areas as follows:

1. One story dwellings must have a main floor finished area of not less than 1,500 square feet exclusive of any basement finish.

2. One and one-half story dwellings must have not less than 1,500 square feet exclusive of any basement finish.

3. Two story dwellings must have not less than 2,100 square feet exclusive of any basement finish.

4. All building structures and/or improvements of any kind must be completed within 12 months of the commencement date of construction.

5. In computation of finished floor area the same shall not include porches, breezeways, attached or built-in garages, or finished basement areas.

ARTICLE V

NOTES CONTAINED ON THE PLAT DRAWING

A. The following items are "General Notes" contained on the final plat drawing for Bella Woods that are required to be made part of this Declaration by Polk County, Iowa:

1. The owner/developer is responsible for meeting all State of Iowa department of natural resources, applicable city, urban design standards for public improvements, or any other codes regulations, or restrictions set forth by any and all governing agencies.

2. In the event that this area is annexed by the City of Ankeny, the property owners would be responsible for installation of street lighting and public sidewalks to Ankeny municipal standards. All sidewalks shall be 5' in width.

3. Access to each lot is restricted to the subdivision road.

4. All mailboxes located in Polk County road right of way must be of a breakaway design.

5. All services to utilities located on the opposite side of the road of the roadway must be bored under the roadway at the lot owner's expense.

6. Maintenance of all drainage easements shall be the responsibility of the property owner.

7. Culverts used for crossing drainage easements must be designed by a licensed professional engineer.

8. Sump services

a. Lots 1 thru 4 sump service will outlet into the intake locate at the NW corner of Lot 3

b. Lots 5 thru 12 should outlet into the drainage easement

c. Lots 13, 14 and 15 should outlet in the rear of the Lots

d. Lots 16, 17 and 18 should outlet into the drainage channel below the pond

e. Lots 19 thru 23 should outlet into the pond

9. The storm pipe located on lot 15 is private and shall be maintained by the owner of lot 15.

10. Any subsurface drainage facilities that are disturbed must be restored or rerouted by the property owner.

11. Lot A is to be dedicated to Polk County.

12. The homebuilder is responsible to verify the minimum depth for basement gravity sewer service prior to the construction of homes on Lots 15 & 23.

13. Any tree removals and native slope modification on slopes greater than 5:1 or within the safe slope building setback line shall require additional geotechnical investigation by a licensed geotechnical engineer. No fill from homeowner/homebuilders shall be allowed within the treeline or on slopes steeper than 5:1 without additional geotechnical investigation.

ARTICLE VI

ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Owner of any land to which these Covenants apply may bring an action in any court of competent

jurisdiction to enforce these Covenants and enjoin their violations or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

ARTICLE VII

AMENDMENTS TO COVENANTS

These Covenants may be amended from time to time by the affirmative vote of not less than three-fourths (3/4) of the Owners of property in Plat to which these Covenants apply; but the Owner or Owners of such property shall be entitled to cast, in the aggregate, only one (1) vote on account of each Lot owned thereby. Until such time as the Declarant maintains ownership in one Lot, the Declarant shall have the right to change, modify, delete, or amend these covenants in any manner they see fit with no vote of the property Owners necessary.

ARTICLE VIII

PERIOD OF COVENANTS

All of the foregoing covenants, conditions, regulations and restrictions shall continue and remain in full force and effect at all times as to the property described in this Declaration and as to the owners of any Lot in such premises regardless of how title was acquired, until the commencement of the calendar year 2035, at which time all said covenants shall be automatically extended for successive period of ten years, unless amended as provided by Article VII herein.

ARTICLE IX

ENFORCEABILITY AND WAIVER

- A. No delay or omission on the part of any Owner of land to which these covenants, conditions, regulations, and restrictions apply in exercising any rights, power or remedy herein allowed in the event of any breach of the covenants, conditions, regulations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right or action shall accrue and no action shall be brought or maintained by anyone whomsoever against the Declarant, or any of Declarant's members, or Declarant's successors or assigns on account of any action or inaction taken or not taken thereby in connection herewith.
- B. In the event that any one or more of the foregoing covenants, conditions, regulations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be

null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, regulations, and restrictions not so expressly held to be void and the remainder thereof shall remain in full force and effect.

- C. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which will not violate the rule against perpetuities as set forth in the laws of the State of Iowa, and as such shall be determined by the court as being reasonable.
- D. All property subject hereto shall also be subject to any and all rights and privileges of the City of Ankeny, Iowa and/or Polk County, Iowa, acquired or hereafter acquired by said city or county by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict as between these covenants and/or the zoning ordinance or law of the city, county or state within which the subject property is located, that which is most restrictive shall be binding.

ARTICLE X

EASEMENTS

A. Drainage and Utility Easements

As noted on the recorded Plat, Declarant has reserved certain areas of the Lots for public utilities, private storm sewers, ponding and drainage, in addition to other private easements as noted on the plat drawing. In doing so, it is the intention of Declarant to provide the needed flexibility, for the benefit of all Lots and Owners, to properly install and allow to be maintained all electrical, telephone, cable TV, water, gas, sewer, storm sewer, and other utility service (including all lines, pipes, wires, cables, ducts, etc.) to the Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such easements and any fences installed shall be subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair, or remove any necessary facilities and the right of Declarant and the property Owners to provide for and maintain appropriate drainage. **The Owner of a Lot that has a drainage, private storm sewer or ponding easement shown on the Lot is**

responsible for the maintenance and repair of the easement areas shown on the Lot so that each easement shall properly perform the function for which it was designed.

B. Additional Easement Rights

Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title and authority to relocate, alter or otherwise change the location of any drainage, utility or sewer easement and to grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat recorded in the Office of the Recorder of Polk County, Iowa. Each Owner shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section B shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements reserved by Declarant in this Section B shall run with the land.

C. Easement for Emergency Purposes

An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulance, etc., and emergency personnel, public and private, over and upon all Lots and any pedestrian walkways or sidewalks.

D. Easement for Signs

Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners, the right and easement to erect and maintain an entryway sign or signs.

E. General Easements

Each Lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of public utilities as may be shown upon the Plat.

IN WITNESS WHEREOF, KVS Land Development, L.L.C., as Declarant has caused this instrument to be executed by its duly authorized officers as of the date that first appears above.

KVS Land Development, L.L.C.
an Iowa limited liability company

By: _____
Gabriel W. Wilson, Manager

By: _____
Elizabeth M. Wilson, Manager

STATE OF IOWA)
) SS.
COUNTY OF POLK)

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Gabriel W. Wilson and Elizabeth M. Wilson as Managers of KVS Land Development, L.L.C., this ___ day of _____, 2014.

Notary Public for State of Iowa

**CONSENT OF MORTGAGEE TO DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA WOODS**

The undersigned, Northwest Bank is the holder of a mortgage against the real estate submitted to the Declaration of Residential Covenants, Conditions and Restrictions for Bella Woods to which this Consent is attached. Such mortgage was recorded September 17, 2013, in Book 14961 Page 795 in the Office of the Polk County, Iowa Recorder. By its execution of this Consent, the undersigned hereby consents to the submission of the real property covered by such mortgage to the Declaration of Residential Covenants, Conditions and Restrictions for Bella Woods.

Northwest Bank

By: _____
Matthew Hurd

Assistant Vice President

STATE OF IOWA, COUNTY OF POLK:

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Matthew Hurd as Assistant Vice President of Northwest Bank this ___ day of _____, 2014.

Notary Public for State of Iowa